

Recipient's Guide to Award Negotiations with EERE

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1 Overview

Congratulations on being selected for award negotiations! This guide will help you navigate the award negotiation process, from the critical first few days after selection until the signing of the award.

The assigned Technology Manager/Project Manager will be contacting you shortly to set up a negotiation call in order to finalize the Statement of Project Objectives (SOPO), PMP (if required in the Funding Opportunity Announcement (FOA)), deliverables/milestones, schedule and budget. This call and any follow-up calls will allow the Technology Manager/Project Manager to provide updated programmatic guidance and direction from EERE in order to better align the project with current program objectives.

The Office of Energy Efficiency and Renewable Energy (EERE) has an aggressive deadline for the completion of award negotiations, typically 60 days after notification of selection. It is essential for you to mobilize your resources to meet this important deadline. Having the key resources and people on hand will help you complete the award negotiation process in a timely manner.

Throughout the award negotiations and the performance of the project, it is critically important that you: 1) respond to EERE personnel in a prompt manner and; 2) fill out documentation completely and accurately. In addition, you should not submit Protected Personally Identifiable Information (Protected PII) to EERE.

1.1 Schedule

Please submit all required application documents identified on your Selection Letter to the Grants Management Specialist/Contract Specialist by the designated submission date. Failure to submit the required application documents by the stated due date may lead to a determination of non-responsiveness and the Department of Energy (DOE) Selection Official may cancel the negotiations.

1.2 Revisions to your Application

We appreciate the time, effort, and energy you invested in preparing your Full Application. During the award negotiations, you may be required to update the information provided in your Full Application, as described below.

- The selection of your project may be conditional upon changes to the project, as specified in your Selection Letter. The Technical and Project Management Team (FOA Manager, Technology Manager/Project Manager and support staff) are

responsible for ensuring that these changes have been implemented into the application documents as applicable. Changes may include, but are not limited to funding only a portion of the work you proposed in your Full Application, requesting changes to your team (adding new team members or dropping others) and/or revising your proposed budget. In addition, the technical milestones and deliverables you proposed for your project have been thoroughly vetted during the review process. The input from this process will be discussed with you and factored into the project by the Technology Manager/Project Manager; aggressive technical milestones and deliverables will be required.

- You will need to update your budget to reflect any changes that result from the technical negotiations and/or changes since you submitted your application. The Contracting Team (Contracting Officer and Grants Management Specialist/Contract Specialist) may require further changes to your budget and supporting documentation for the proposed expenditures. They may impose conditions on your award, and may require you to complete certain actions within short timeframes.
- The DOE Patent Counsel may negotiate protection of certain technical data from public release or waiver of DOE patent rights (depending on the FOA and type of Recipient).

Any proposed changes that affect the schedule, cost, or milestones should be communicated to the Technology Manager and Contracting Officer. All negotiated changes will be approved by the Contracting Officer when the award is made and released to FedConnect.

1.3 Personnel – EERE’s Team

Upon selection, EERE will assign a team of technical, contracting, and legal personnel to negotiate your award. It is critical to the negotiations process for you to respond to requests from EERE personnel.

1.3.1 Technology Manager/Project Manager

The Technology Manager/Project Manager coordinates and manages the award negotiation. They will work with you to negotiate a Statement of Project Objectives (SOP), an aggressive schedule of technical milestones and deliverables, and budget for the project. EERE’s intent is for you to update the information already provided in your application, not to have you create new documents from scratch. The SOP will be developed from information provided in the Work Plan that was submitted with the original application. See section 2.4 below for additional information about the SOP.

1.3.2 Contracting Team

The Contracting Team consists of a Contracting Officer and Grants Management Specialist. The Contracting Team is responsible for reviewing and approving all award documents (see Model Cooperative Agreement below) including terms and conditions. When appropriate, they may require the inclusion of special terms and conditions in the award. The Contracting Officer is the only person who has authority to execute and modify the award.

The Contracting Team is responsible for reviewing the proposed budget for the project. During the budget review, they verify cost data, evaluate specific parts of the budget, and ensure that proposed costs are consistently treated in accordance with applicable cost principles. The Contracting Team also determines the allowability, allocability, and reasonableness of proposed expenditures. They may send you questions or requests for clarifications from the Budget Justification (PMC 123.1). In addition, the Contracting Team may seek technical and cost input from the FOA Manager and/or Technology Manager/Project Manager.

The Contracting Team will review your responses to the Accounting System Survey in the Pre-Award Information Sheet to determine if it is in compliance with Federal requirements and make a responsibility determination.

1.3.3 Legal Team

The Legal Team is responsible for resolving legal issues relating to proposed awards. The Legal Team works with the Contracting Team to review and finalize awards, as appropriate. In addition, the Legal Team works with Recipients to resolve a wide range of legal and contracting issues.

1.3.4 Patent Counsel

DOE Patent Counsel is responsible for resolving intellectual property issues relating to proposed awards. DOE Patent Counsel works with recipients to address any questions or concerns with the Intellectual Property terms and conditions of the awards and, when applicable, negotiate protection of certain technical data from public release or waiver of DOE patent rights.

2 EERE Model Cooperative Agreement

2.1 Overview

EERE has established a Model Cooperative Agreement as the default award for all Prime Recipients. Use of a standard agreement expedites the award negotiation process and reduces the administrative burden associated with EERE's active project management.

The Model Cooperative Agreement explains the Prime Recipient's duties and responsibilities, which facilitates compliance with reporting and other obligations. The Model Cooperative Agreement consists of the following attachments:

AWARD DOCUMENT	BRIEF DESCRIPTION
Cover Page	Assistance Agreement Form
Special Terms and Conditions	Special Terms and Conditions
Attachment 1	Statement of Project Objectives (SOPO)
Attachment 2	Reporting Checklist and Instructions
Attachment 3	Budget Information
Attachment 4	Intellectual Property Provisions

EERE will only consider making changes to the Award Documents in exceptional circumstances (other than the Budget and the SOPO which will be changed during award negotiations). To request a change to any of the other attachments, please contact the appropriate Grants Management Specialist identified in the attached Selection Letter.

Under a cooperative agreement, substantial involvement is anticipated between the EERE program office and the Recipient during performance of the funded activity. According to 10 CFR 600.5, substantial involvement exists if responsibility for the management, control, or direction of the project is shared by DOE and the Recipient; or responsibility for the performance of the project is shared by DOE and the Recipient. The specific nature of the collaboration is defined in a special award condition entitled "Statement of Substantial Involvement."

2.2 Cover Page (Assistance Agreement Form)

The Assistance Agreement Form includes key information regarding the project, such as the award number, the name of the Prime Recipient (e.g., ABC Company, XYZ University), the name of the principal investigator, the period of performance, the total project cost, and the Recipient's cost share.

After the Contracting Officer uploads the final award documentation into FedConnect, you are required to view and acknowledge receipt of the award in FedConnect.

Instructions for acknowledging awards are provided at:

https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf.

2.3 Special Terms and Conditions

EERE has established a standard set of terms and conditions for cooperative agreements. Most of the principal terms and conditions are found in the Model Cooperative Agreement Special Terms and Conditions. The Model Special Terms and Conditions may be modified to delete non-applicable provisions or to add provisions

required in special circumstances. Changes will only be approved by the Contracting Officer in exceptional circumstances.

If you have questions concerning the Special Terms and Conditions, please contact the Grants Management Specialist/Contract Specialist assigned to your award and identified in the attached Selection Letter.

2.4 Attachment 1, Statement of Project Objectives

The SOPO is developed from information provided in the Work Plan that was submitted with the original application and is finalized during award negotiations. The SOPO is used to describe the overall objectives of the project, provide a description of the tasks to be performed, and identify the milestones and go/no-go decision points. Failure to achieve the outcomes, milestones, and decision points to specification in a timely manner may result in the discontinuation of a project; therefore, careful consideration should be taken in its development. The SOPO is the baseline document for both the Recipient's project team and DOE to measure and evaluate the progress of the project.

Attachment 1 is composed of two parts. The first section will include a description of the project, including a clear and concise statement of the goals and objectives of the project, a summary description of the overall scope and approach, and descriptions of the tasks to be performed, including expected outcomes/milestones.

The second part of Attachment 1 is a Milestone Summary Table that lists specific milestones for each task and the go/no-go decision criteria that will be evaluated. This table includes high-level milestone descriptions, defines how milestones will be verified/evaluated, and the anticipated timeframe for meeting the milestones. Each project will have at least one go/no-go decision point per 12-month period (project year). Go/no-go decision points must be tied to the overall work performed during the 12-month period and provide the Recipient's project team and DOE the means to determine if the project is meeting its objectives and should be continued to the next phase. Both milestones and go/no-go decision points must include specific, measurable, attainable, realistic, and timely (SMART) criteria, and a verification method.

DOE will use the milestones and go/no-go decision points specified in the SOPO to measure the progress over the life of the project. If it is expected that the project will fail to meet a milestone and go/no decision, a corrective action plan describing how the project will recover must be submitted to the DOE Technology Manager/Project Manager for approval. Continued failure to achieve the milestones or failure to achieve the go/no-go decision criteria as specified in the approved SOPO may result in a discontinuation of the award. The Technology Manager/Project Manager will review the go/no-go decision points each year, during which a decision will be made whether to continue, redirect, or discontinue the project. This go/no-go decision review may also involve outside experts who will assist DOE in evaluating the project.

If you have questions concerning Attachment 1, please contact the Technology Manager/Project Manager as identified in the attached Selection Letter.

2.5 Attachment 2, Reporting Checklist and Instructions

EERE has established reporting requirements dependent upon project type (e.g., Outreach, R&D, Demonstration, etc.) and Prime Recipient type (e.g., for-profit, non-profit, university, etc.). Prime Recipients are required to provide EERE with quarterly progress reports, quarterly financial reports, certain annual reports, and periodic reports and submissions. Program staff will provide further details regarding these reports at a later time. In addition, Prime Recipients are required to complete certain reports upon the closeout or termination of the award. Reporting instructions are provided in Attachment 2.

If you have questions concerning Attachment 2, please contact your assigned Grants Management Specialist/Contract Specialist.

2.6 Attachment 3, Budget Information

Applicants are required to submit an Application for Federal Assistance (SF-424), Budget Information (SF-424A), and Budget Justification, with their Full Application. Upon selection, the Contracting Team will review your budget documents, and identify the information and documents that they need to complete their analysis and approve the proposed budget.

If you have questions concerning Attachment 3, please contact your assigned Grants Management Specialist/Contract Specialist.

2.7 Attachment 4 Intellectual Property Provisions

The intellectual property provisions of EERE awards are based on the type of project and the type of Recipient (e.g., small business, large business, or non-profit, etc.). As a result, you will find multiple versions of Attachment 4 in the model cooperative agreement.

2.7.1 Inventions and Patent Rights

By law, domestic small businesses and non-profit organizations may retain title to inventions made under the award.

DOE takes title to inventions made under the award by all other recipients (e.g., large businesses), unless DOE grants a patent waiver. DOE may issue a class patent waiver that applies to all Recipients under a particular FOA. A Recipient may negotiate an advance patent waiver with DOE that would apply to that particular Recipient for its work under an award or identified invention waiver that applies to a particular invention of the Recipient.

In order to retain title to an invention made under the award, either by law or by patent waiver, a Recipient must disclose, elect to take title, and pursue and maintain patent protection for the invention. While the Recipient may retain title to the invention, the Federal Government will retain certain rights to the invention, including:

- Government Use License: The Federal Government may practice, or have it practiced on behalf of the Government, without paying royalties.
- March-In Rights: Under “march-in rights,” the Government may require a Recipient who has elected to retain title to an invention (or their assignees or exclusive licensees) to grant a license for use of the invention to a third party. In addition, the Government may grant licenses for use of the invention when Recipient or their assignees and exclusive licensees refuse to do so.

Since the creation of march-in rights in 1980, the Department of Energy has never exercised its march-in rights to any subject inventions. However, the Department’s history of not exercising march-in rights has no impact on the Department’s ability and willingness to exercise march-in rights if the Department determines that conditions exist that make march-in rights necessary. Specifically, the Department may exercise its march-in rights if it determines that such action is necessary under any of the four following conditions:

- The owner or licensee has not taken or is not expected to take effective steps to achieve practical application of the invention within a reasonable time;
- The owner or licensee has not taken action to alleviate health or safety needs in a reasonably satisfied manner;
- The owner has not met public use requirements specified by Federal statutes in a reasonably satisfied manner; or
- The U.S. Manufacturing requirement has not been met.

Any determination that march-in rights are warranted must follow a fact-finding process in which the contractor has certain rights to present evidence and witnesses, confront witnesses and appear with counsel and appeal any adverse decision.

In addition to the above, title to an invention may be conditioned on compliance with an agreed upon U.S. manufacturing commitment. The U.S. manufacturing commitment may be determined by the U.S. manufacturing plan submitted by the Recipient as part of the selection process depending on the FOA or determined by the applicable patent waiver for large businesses or foreign entities. Without a U.S. manufacturing plan, it is typical that large businesses will commit, as part of the patent waiver, to substantially manufacture any products embodying or produced through the use of the invention.

Also, for all types of Recipients, a Recipient must agree to require any exclusive licensee to substantially manufacture any products embodying or produced through the use of subject inventions in the United States for products being used or sold in the United States.

2.7.2 Data Rights

Data rights (including software) differ based on whether the data was developed at private expense outside the award or was first produced under an award or instead.

“Limited Rights Data” or “Restricted Rights Software”: Data used to perform the work under the award that was developed at private expense outside of the award is referred to as limited rights data or, in the case of software, “Restricted Rights Software.” In most cases, EERE does not require delivery of limited rights data or restricted rights software. However the Technology Manager/Project Manager should have access to the limited rights data and the restricted rights software at the Recipient’s facility in order to verify or evaluate the work under the award. Although it is not the common practice, EERE may ask that certain limited rights data or restricted rights software be delivered to EERE depending on the nature of the limited rights data or restricted rights software and whether delivery is necessary to verify or evaluate the work under the award. In such cases, EERE will negotiate the delivery of the limited rights data or restricted rights software in the award including providing marking instructions that make clear that EERE’s rights to the limited rights data or restricted rights software is limited to the project and will not be disclosed to the public.

In the Pre-Award Information Sheet, you will be required to identify the limited rights data and restricted rights data that will be used under the award so the Technology Manager/Project Manager and DOE Patent Counsel can determine how to address the delivery of limited rights data or restricted software in the award.

“Unlimited Rights Data” and “Protected Data”: EERE retains unlimited rights in technical data first produced under an award, including the right to distribute to the public. However, depending on the FOA, EERE may agree to protect from public disclosure for up to five years certain categories of data produced under the award, referred to as “Protected Data.”

2.7.3 Copyright

Normally, Recipients may assert copyright in copyrightable data, such as software, first produced under the award without EERE approval. When copyright is asserted, the Government retains a government purpose license.

However, depending on the FOA, asserting copyright on software may be conditioned on the Recipient making the software available as Open-Source Software (OSS). Also,

when the objective of the FOA is to develop education materials or curricula, EERE may restrict the Recipient's ability to assert copyright. If you have questions concerning Attachment 4, please contact the Grants Management Specialist/Contract Specialist assigned to your award.

3 Required Registrations

3.1 FedConnect

Prime Recipients are required to acknowledge receipt of the award in FedConnect. If you are not already registered in FedConnect, please register immediately. To register in FedConnect, please refer to <https://www.fedconnect.net/FedConnect/>.

To learn how to use FedConnect, please refer to the FedConnect "Ready, Set, Go" User Guide at https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf. For technical assistance with FedConnect either e-mail support@fedconnect.net or call 1-800-899-6665.

Once the award has been approved by the Contracting Officer, you will receive notification via FedConnect. At that point, you will need to login to FedConnect and acknowledge receipt of the award. Additionally, you will receive and acknowledge any subsequent award modifications in FedConnect.

3.2 Dun and Bradstreet Data Universal Numbering System (DUNS) Number

Prime Recipients and Subrecipients are required to obtain a DUNS number. EERE cannot execute a funding agreement with a Prime Recipient until it has obtained a DUNS number. In addition, a Prime Recipient cannot execute a subaward with a Subrecipient until the Subrecipient obtains a DUNS number.

To obtain a DUNS number, please refer to <http://fedgov.dnb.com/webform>. It may take several weeks to obtain a DUNS number; therefore, Prime Recipients and Subrecipients should begin this process as soon as possible to avoid delays in the execution of a funding agreement.

The DUNS number for the award must be the same as the DUNS number identified in the System for Award Management (SAM) Registry.

3.3 System for Award Management (SAM)

Prime Recipients are required to register with SAM. EERE cannot execute a funding agreement with a Prime Recipient until it has completed its SAM registration.

To register with SAM, please refer to <https://www.sam.gov/portal/public/SAM/>. It may take several weeks to complete your registration with SAM; therefore, Prime Recipients should begin this process as soon as possible to avoid delays in the execution of a funding agreement.

Please note that Prime Recipients are required to maintain and update their information within SAM throughout the duration of the project.

3.4 Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS)

Prime Recipients are required to register with FSRS. EERE cannot execute a funding agreement with a Prime Recipient until it has completed its FSRS Registration. To register with FSRS, please refer to <https://www.fsrs.gov/>.

In addition to registration, Prime Recipients are required to report to FSRS the names and total compensation of each of the Prime Recipient's five most highly compensated executives and the names and total compensation of each Subrecipient's five most highly compensated executives. Please refer to <https://www.fsrs.gov/> for guidance on reporting requirements.

Please note that Prime Recipients are required to maintain and update their information within FSRS throughout the duration of the project.

4 EERE Contracting Officer Determinations

The Contracting Officer is required to make certain determinations before executing the award. They are required to assess your financial management and project management capabilities. In addition, they are required to review the proposed cost share for the project.

4.1 Financial Management Assessment

The Contracting Officer is required to review your answers to the Accounting System Survey in the Pre-Award Information Sheet to determine if it is in compliance with Federal requirements and to evaluate your ability to manage the financial aspects of an award and your plans to accomplish project activities with reasonable economy and efficiency. The standards for acceptable financial management systems are found at in the Code of Federal Regulations, 10 CFR 600.121 for universities and nonprofits and at 10 CFR 600.311 for for-profit organizations.

In addition, a business review will be undertaken to: review the reasonableness, allowability and allocability of proposed costs, review the indirect costs for reasonableness, allowability, and allocability, review the source and amount of

proposed cost sharing to ensure that the cost share meets the minimum requirements listed in the FOA and to ensure that the costs are reasonable, allowable, and allocable, and review the plans for contracts and subawards.

4.2 Determination of Responsibility

The Contracting Officer is required to make an affirmative determination of responsibility. The responsibility determination includes the financial management assessment and business review, reviews of audits under OMB Circular A-133 and 10 CFR 600.316, and review of activities under previous awards, especially submission of reports. The responsibility determination considers if the contractor has the administrative and programmatic capabilities to perform.

The term “administrative capability” means the capability of a Prime Recipient or Subrecipient to develop and implement administrative systems, including systems related to financial management, property management, procurement standards, financial reporting, record-keeping, and submission of administrative reports/certifications for award closeout.

The term “programmatic capability” means the technical capability of a Prime Recipient or Subrecipient to successfully carry out a project taking into account such factors as:

- The Prime Recipient’s performance in successfully completing Federally and/or non-Federally funded projects similar in size, scope, and relevance to the proposed project;
- The Prime Recipient’s history of meeting reporting requirements on prior or current assistance agreements with Federal and/or non-Federal organizations and submitting acceptable final technical reports;
- The Prime Recipient’s organizational experience and plans for timely and successful achievement of the objectives, technical milestones and deliverables in Attachment 1; and
- The Prime Recipient’s staff expertise/qualifications and resources or ability to obtain them, to successfully achieve the goals of the project.

Consistent with EERE’s mandate to exercise good Federal stewardship, the Contracting Officer may request the insertion of one or more conditions into your award’s Special Terms and Conditions if he deems the project to be high risk. In such instances, the EERE Contracting Officer will work with you to minimize administrative burden while maximizing your prospects for success.

4.3 Cost Share Allowability

Cost Share funding is subject to all regulations applicable to Federal funding. Regulations specifically applying to cost share can be found in 10 CFR 600.30, 600.123, and 600.224, and in the applicable Statutory Authority for a project (e.g. Energy Policy Act of 2005).

Cost share can be of two different types, either cash contributions or “in-kind” contributions. In-kind contribution is the donation of personnel time, equipment, facilities or other items that a company will contribute to a project. In-kind contribution can take many forms, each of which must be assigned a dollar value to be included in the budget. Some examples of in-kind contribution include donation of work hours, equipment use, tuition for students working on the project, proprietary software, etc.

The Prime Recipient is required to provide cost share commitment letters from Subrecipients or third parties that are providing cost share, whether cash or in-kind. Each Subrecipient or third party that is contributing cost share must provide a letter on appropriate letterhead that is signed by an authorized corporate representative. The letter must state, in unconditional and unequivocal terms, its commitment to provide cost share. The letter may not include any conditions for receipt of the cost share contributions. The letter must state the amount and form of cost share (cash or in-kind), the source and precise nature of the contribution, and the duration and timing of the commitment (e.g., two years beginning in fall 2012).

The Contracting Officer will review this information and confirm that the cost share contributions are allowable under the applicable Federal cost principles, specified in the project budget, verifiable from the Prime Recipient’s records, and necessary and reasonable for proper and efficient accomplishment of the project. Every cost share contribution must be reviewed and approved in advance by the Contracting Officer and incorporated into the project budget before the expenditures are incurred. Recipient cost share will be provided on a billing period basis, unless a waiver is granted by the Contracting Officer.

4.3.1 Pre-award Costs

Per DOE Financial Assistance Regulations (Part 10 CFR 600), awards made to for-profit organizations, non-profit organizations, and educational institutions may incur pre-award costs 90 calendar days prior to the effective date of the award (but not to exceed the date specified in the Selection Notification Letter) without prior EERE approval or more than 90 calendar days with EERE approval. However, if a for-profit organization, non-profit organization, or educational institution intends to incur pre-award costs greater than \$25,000, prior approval by the EERE Contracting Officer is required. State and Local Government recipients may not incur pre-award costs without prior approval of EERE.

All pre-award costs are incurred at your risk (i.e., EERE is under no obligation to reimburse such costs if for any reason you do not receive an award or if the award is less than anticipated and inadequate to cover such costs). All costs must be allowable, allocable, and reasonable in accordance with the applicable cost principles.

5 Regulations

You may wish to consult the following websites for additional information.

WEBSITE	HYPERLINK
DOE Guide to Financial Assistance	http://energy.gov/management/downloads/doe-guide-financial-assistance
DOE Financial Assistance Regulations (10 CFR Part 600)	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600_main_02.tpl
Cost Principles – For-profit Organizations (FAR 31.2)	http://www.acquisition.gov/far/current/html/Subpart%2031_2.html
Cost Principles – Non-profit Organizations (2 CFR 230)	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr230_main_02.tpl
Cost Principles – Educational Institutions (2 CFR 220)	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr220_main_02.tpl
Cost Principles – State and Local Governments (2 CFR 225)	http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl
National Policy Assurances	http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms
NSF Intellectual Property Provisions	http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp